

AG Contract No. KR95 1991 TRN
ADOT ECS File No. JPA 95-149
Project: Operation & Maintenance
Section: SR-95 @ Alpine School

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE ALPINE SCHOOL DISTRICT

THIS AGREEMENT is entered into 4 October, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and THE
ALPINE SCHOOL DISTRICT, acting by and through its BOARD OF
GOVERNORS (the "School").

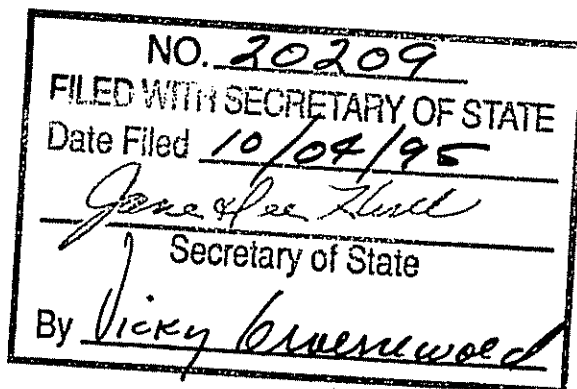
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The School is empowered by Arizona Revised Statutes
Section 15-342, 15-995 to enter into this agreement and has
resolved to enter into this agreement and has authorized the
undersigned to execute this agreement on behalf of the School.

3. The State and the School desire to participate in the
operation and maintenance of a warranted traffic flasher on
US-180 at MP 426.5 in Alpine, for the safety and benefit of the
motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

Provide maintenance to the highway flashers.

2. The School will:

Provide electrical energy to operate the flashers.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Alpine School District
School Administrator
PO Box 170
Alpine, AZ 85920

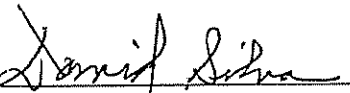
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

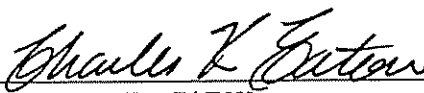
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

ALPINE SCHOOL DISTRICT

STATE OF ARIZONA

Department of Transportation

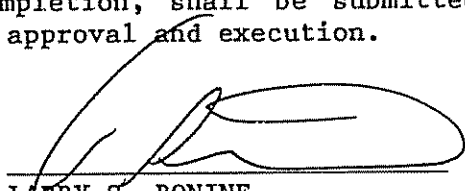
By 
DAVID SILVA
School Administrator

By 
CHARLES K. EATON
State Traffic Engineer

RESOLUTION

BE IT RESOLVED on this 18th day of August 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Alpine School District for the purpose of defining responsibilities for maintenance and operation of highway flashers on US-180 at the school.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

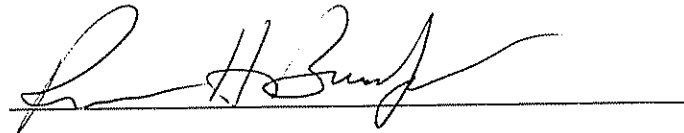


for LARRY S. BONINE
Director

APPROVAL OF THE ALPINE SCHOOL DISTRICT ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the ALPINE SCHOOL DISTRICT and declare this agreement to be in proper form and within the powers and authority granted to the School under the laws of the State of Arizona.

DATED this 5th day of Sept., 1995.

A handwritten signature in cursive script, appearing to read "R. H. Bunn", is written over a horizontal line.

ALPINE SCHOOL DISTRICT ATTORNEY



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-1991-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 20th day of September, 1995.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8957G/6